**Copyright Case: “Who owns my stuff?”**

**Brief version of issue:** A seasonal instructor produces material for a course. The college believes they own all of the material. The instructor believes otherwise.

**My side of the case:**

I have been paid by my college as a seasonal instructor to teach a course on the use of flip charts. In my contract, I was hired to instruct. The materials were minimal and during my unpaid non-instructional time, I developed additional instructional materials. I believe these materials are my property and cannot be used by other instructors without my permission or compensation.

The following is part of the agreement between the B.C.G.E.U and Camosun College.

**ARTICLE 5 - COPYRIGHT AND INTELLECTUAL PROPERTY**

**5.1 Copyright Ownership**

The copyright or patent for any work product, including creative work, instructional strategies or

curriculum/instructional material, software or any other material or technology that may be copyrighted or patented:

**5.1.1**belongs to the employee(s) where the work product has been prepared or created as part

of assigned duties, other than the duties listed in Article 5.1.2 below, and the copyright to all

copyrightable material shall be the sole property of the employee(s) and shall be retained

throughout his or her lifetime and upon his/her death by his/her heirs or assigns; and

**5.1.2**belongs to the institution where one or more employees:

(a) have been hired or agrees to create and produce copyrightable work

product for the institution, or

(b) are given release time from usual duties to create and produce

copyrightable work product, or

(c) are paid, in addition to their regular rate of pay, for their time in an

appointment to produce copyrightable work product.

I have not been compensated in any way, nor have I give permission for my work to be used by others. I feel this case is very cut and dried in my favor. I feel that this common agreement is very clear about the requirements that must be fulfilled by the college before my work is used. I have reviewed all of the short-term contracts that have been signed and nothing was mentioned in any of them with regard to the use of my materials.